

# UNOFFICIAL COPY

## DEED IN TRUST

23 437 600

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, SAMUEL BERGER and EDYTHE BERGER,  
his wife,  
of the County of Cook and State of Illinois, for and in consideration  
of the sum of Ten and No/100 ----- Dollars (\$10.00).

in hand paid and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey...  
and quitclaim AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking  
association whose address is 33 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust  
Agreement, dated the 15th day of January 1969, and known as Trust Number 28035

the following described real estate in the County of Cook and State of Illinois, to wit:

The West 8 feet of that part of the 16 foot wide public alley  
vacated by ordinance recorded March 30, 1975 as Document Number  
23026666 lying north of a line 3.5 feet south of and parallel  
with the westerly prolongation of the south line of Lot 16 in  
Block 3 in Boulevard Addition to Harvey, a subdivision of  
the east 1/2 of the north west 1/4 of the south east 1/4 of  
Section 18, Township 36 North, Range 14 East of the Third  
Principal Meridian, in Cook County, Illinois.

THIS PROPERTY IS VACANT COMMERCIAL PROPERTY AND IS NOT  
HOMESTEAD PROPERTY.

THIS INSTRUMENT PREPARED BY  
HERBERT NUDELMAN  
30 N. LA SALLE ST., CHICAGO, ILL.

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TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the terms, and for the uses and purposes herein and in said Trust Agreement  
set forth.

Full power and authority is hereby granted to said Trustee to improve, manage, govern and subdivide said real estate or any part thereof, to dedicate parts,  
streets, highways or alleys to running and subdivision of said real estate and the remainder of said real estate in such manner as he may see fit, to grant  
easements, rights of way, or other interests in or over any part of either the said real estate or any part thereof, to any person or persons whom he may see fit,  
to mortgage, pledge or otherwise encumber said real estate or any part thereto to him and to said Trustee, to lease, from time to time, in possession or  
otherwise, to any person or persons whom he may see fit, any part of the said real estate or any part thereof, for any term or terms, and to collect rent and  
demise the term of 100 years, and to renew or extend leases upon any terms and for any period or periods of time, and to assess, charge or modify leases and the  
terms and provisions thereof at any time or times hereafter, in relation to said leases and to grant options to renew leases and options to  
purchase the whole or any part thereof or for other real or personal property to create assignments or charges of any kind, to have, receive, accept or  
hold real estate or any part thereof for other real or personal property to create assignments or charges of any kind, to have, receive, accept or  
specify, at any time or times hereafter, what he shall be entitled to for any person naming the name to deal with the same whether similar to or different from all ways above  
specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor to him, in relation to said real estate or in any part thereof, be entitled to rely on the application of any  
power, money, rents or money borrowed or advanced on said real estate or held by him in his capacity as Trustee, or any power, right or privilege given to him by the  
said Trustee, or any power, right or privilege given to him by any person or persons whom he may see fit, to make any claim against him in relation to said  
real estate shall be conclusive evidence in favor of any person dealing with the Register of Titles of said county relating thereto or claiming interest in such property,  
and other than as the title of the delivery thereof, the true record of the Trust Agreement, executed by said Trustee and by the Grantor of this instrument  
and effected by the delivery of this instrument, with the original copy of the Trust Agreement of this instrument, and in said Trust Agreement of this instrument  
and in said Trust Agreement or in any amendments thereto if any, and having been so registered and filed in the office of the Register of Titles of any successor  
to him, shall be his full authority and power to execute and deliver every deed, trust, bond, note, mortgage or other instrument and do all the necessary  
acts to give to his successors in title that full, clear, absolute and unencumbered title to the real estate or property specified and are fully vested with all title, estate,  
rights, powers, authorities, duties and obligations of its, his or their predecessor in title.

This instrument is made upon the express understanding and condition that neither American National Bank and Trust Company of Chicago, its fiduciary or its  
Trustee, nor its successors or successors to them shall have any personal liability or be subjected to any legal judgment or decree for anything it or they or  
their agents or attorneys may do or omit to do in about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment  
thereto, or in any instrument or conveyance or assignment executed by the Grantor or his heirs, executors, administrators or assigns, or in any instrument or  
contract, obligation or indebtedness incurred or created by the Trustee in connection with said real estate may be enforced here by it or in the name of the then  
indebtedness under said Trust Agreement or their successors to fact, however, notwithstanding any provision to the contrary in this instrument, it is  
intended that the Trustee shall not be liable for any debt, obligation or liability incurred by the Grantor or his heirs, executors, administrators or assigns  
in respect of the real estate except only as far as the trust property and funds in the actual possession of the Trustee shall be sufficient for the payment and discharge thereof.  
All persons and corporations whatsoever shall be charged with notice of this condition from the date of the filing for record of this instrument.

The interest of each and every beneficiary herein and under said Trust Agreement or any person claiming under them or any of them shall be equal  
in the earnings, rents and proceeds arising from the sale of any other division of said real estate and such interest to hereby declared to be personalty, and  
such beneficiary herein and under said Trust Agreement or any person claiming under them or any of them shall be entitled to receive and collect  
therefrom the net proceeds of the division of the real estate, and to said American National Bank and Trust Company of Chicago the entire legal and equitable title to  
for example, in and to all of the real estate above described.

If the title to any of the above real estate is lost or otherwise regulated the Register of Titles is bound to report to record or note in the certificate of  
title or duplicate thereof, or memorial, the owner in trust, or other condition or with limitations, or mode of similar import, in accordance with the statute in  
such case made and provided.

And the said grantor, hereby expressly waives and releases any and all right or remedy under and to virtue of one and all statutes of the  
State of Illinois, providing for exemption or homestead from tax or taxation or otherwise.

In Witness Whereof, the grantor, affixed his signature as follows:

9th

March

1976

*Samuel Berger*

*Edythe Berger*

SAMUEL BERGER

EDYTHE BERGER

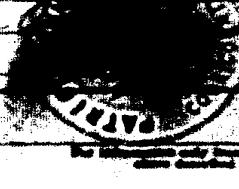
STATE OF Illinois, County of Cook, Notary Public is and for said  
COURT OF Samuel Berger and Edythe Berger, his wife

Personally known to me to be the same persons above named, and who are  
appeared before me this day in person and acknowledged that they  
delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the  
release and waiver of the right of homestead.

GIVEN under my hand and seal this 10th day of April, A.D. 1976.

My commission expires 10/10/78

American National Bank and Trust Company of Chicago  
Seal 221



Document Number  
23 437 600

Under protest of paragraph e. Section 4.  
of Estate Planning Act  
March 9, 1976  
Herbert H. Nudelman, attorney  
for Plaintiff's Representative  
Date

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COOK COUNTY, ILLINOIS  
FILED FOR RECORDS

APR 2 10 09 AM '76

*Laura R. Olson*  
LAW OFFICES OF LARA R. OLSON  
\*23437600

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